

Oskaloosa

Oskaloosa Assn. of FF #636

7/1/2005 6/30/2008

**AGREEMENT
BETWEEN
CITY OF OSKALOOSA, IOWA
AND
OSKALOOSA ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS, LOCAL 636
IAFF (AFL-CIO)**

July 1, 2005

to

June 30, 2008

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of Oskaloosa, Iowa, hereinafter referred to as "Employer", and the Oskaloosa Association of Professional Fire Fighters, Local 636, IAFF (AFL-CIO) hereinafter referred to as "Association".

ARTICLE 1.

Recognition

Section 1. The Employer recognizes the Association as the exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 1273 dated October 30, 1979, to-wit:

INCLUDED: All Fire Fighters for the City of Oskaloosa

EXCLUDED: Fire Chief, Assistant Chief, Captains, Reserve Fire Fighters, Reserve Ambulance Personnel

and the parties further agree that those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be.

Section 2. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Employer by the statutes of the State of Iowa or the municipal code of the City of Oskaloosa, Iowa, except as set forth herein.

ARTICLE 2.

Definitions

Section 1. A probationary employee is an employee who has not successfully completed twelve (12) consecutive months of continuous service, during which time the probationary employee may be removed or discharged from such position by the Employer without cause and without the right of appeal.

Section 2. A regular employee is an employee who has completed the probationary period and is working on a regularly scheduled basis.

Section 3. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

Section 4. Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

ARTICLE 3.
Management Rights

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g) the right to create, modify and terminate departments, job classifications and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to discipline;
- j) the right to suspend and discharge employees for proper cause;
- k) the right to lay off;
- l) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- m) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided however, that these rights might not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Association.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4.

Association Rights and Responsibilities

Section 1. The Association recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Association, therefore; agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Association, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Association. The Association will not interfere with the right of the employees to refrain from Association membership. There shall be no discrimination by the Employer or the Association because of membership or non-membership in the Association. The Association agrees that neither it nor any of its officers or agents will engage in any Association activity which will interrupt or interfere with the operations of the Employer.

Section 3. For purposes of investigating pending grievances, a duly authorized representative of the Association shall have access to the Employer's premises during non-working time with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Association and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

ARTICLE 5.

Work Stoppage

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Association agrees that neither it nor any of its officers or agents will cause, authorize, induce, encourage, instigate, ratify or condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article, or of Section 12 of the Act by an employee, the Association agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of a section above, all legal censures of the Act shall apply.

ARTICLE 6. Dues Check off

Section 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by the Agreement if the employee provides the Employer with a written authorization therefore. The deductions will be for monthly Association dues in the amounts certified in such authorizations. The Employer will remit such money to the Secretary-Treasurer of the Association not later than fifteen (15) days after the money has been withheld.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the City and the Association and shall automatically be cancelled upon termination of employment.

Section 3. The Association agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article.

ARTICLE 7. Seniority

Section 1. Seniority shall mean the status, priority or precedence obtained as a result of an employee's length of continuous service with the Employer and shall commence on the date of employment and become applicable immediately following completion of the probationary period.

Section 2. The Employer shall post by department complete seniority lists of the employees covered by this Agreement on July 1. This list shall remain posted

and the Employer shall give a copy of such seniority lists to the Association. At any time that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Association.

Section 3. In all matters involving seniority, the parties agree to follow the provisions of Chapter 400, The Code, Civil Service, as the same may be amended.

Section 4. An employee shall lose seniority rights upon resignation, discharge, layoff for a period longer than three (3) years, failing to report to work within fourteen (14) days after written notice of recall by United States certified mail with return receipt requested to the employee's last known address, and retirement.

ARTICLE 8.

Procedure for Staff Reduction

Section 1. The parties agree to follow the provisions of Chapter 400, The Code, Civil Service, as the same may be amended.

Section 2. An employee who is laid off shall keep the employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest advised address.

Section 3. An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said later effective date.

ARTICLE 9.

Job Classification

Section 1. If an employee is requested to work in a higher-rated job classification for a period exceeding three (3) full workdays within the contract year, the employee shall receive an additional thirty (30) cents per hour for the higher-rated job classification effective on the fourth (4th) day that the employee so works, and shall be returned to the regular rate of pay upon completion of the temporary assignment.

ARTICLE 10.

Hours of Work

Section 1. The normal work schedule for an employee shall consist of a work cycle providing an average of fifty-six (56) hours per week. This provision shall not be construed as a guarantee by the Employer of any amount of work in a workweek or as a limitation on the number of hours of work in any workweek.

Section 2. The normal workday for an employee shall consist of twenty-four (24) consecutive hours of work, beginning at 7:30 A.M.

Section 3. The normal work schedule for an employee shall consist of twenty-four (24) hours on, followed by twenty-four (24) hours off; twenty-four (24) hours on, followed by twenty-four (24) hours off; twenty-four (24) hours on, followed by ninety-six (96) hours off.

Section 4. It is understood and agreed that the normal work schedule and the normal workday, as set out herein, may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend, or maintain the hours of work for any employee, and the employee shall be required to work as scheduled by the Employer. The Employer shall give the Association as much advance notice as possible of any major change of working conditions.

ARTICLE 11.

Overtime

A. Overtime

Section 1. All overtime work must be authorized or approved by the Employer. An employee shall be required to work such overtime as the Employer requires.

Section 2. No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Section 3. Overtime shall not be used to punish or reward employees.

Section 4. In determining whether an employee is entitled to overtime, only hours actually worked, or spent in training, will be counted. Overtime will be paid if the employee works in excess of 216 hours in a twenty-seven (27) day work cycle.

Section 5. Overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay, as set out in Appendix A.

Section 6. The Employer and the employee agree that contract overtime earned by the employee may be taken as compensatory time off. The parties further agree that the hours worked during a twenty-seven (27) day work cycle by the employee in excess of the maximum permitted by the provisions of the Fair Labor Standards Act shall be compensated as follows: (a) the employee will receive the normal compensation set out in the Appendix of this Contract for the hours actually worked in excess of two hundred four (204); (b) the employee will receive 1/2 hour off as compensatory time for each hour actually worked between two hundred four (204) and two hundred sixteen (216), inclusive; (c) any hours actually worked over two hundred sixteen (216) may be compensated by overtime pay or by compensatory time off. An employee may accumulate up to one hundred twenty (120) hours of compensatory time off without the approval of the Chief, and shall be paid for any overtime accumulated after the one hundred twenty (120) hours are reached.

Section 7. An employee working overtime shall be paid on a one half (0.50) hour increment basis.

Section 8. Compensatory time off will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer. If compensatory time off is denied, a written explanation for the denial shall be given to the employee and to the association president. No more than two employees shall be allowed off on compensatory time or vacation and compensatory time on any one shift. Compensatory time off shall not be affected by sick leave or injury leave to the extent possible. It is agreed that the Employer must maintain staffing levels, and the Employer reserves the right to call fire fighters back to duty to meet staffing levels. The Employer shall make every reasonable effort to call back fire fighters first who are not off on compensatory time.

B. Call-Back Time

Section 1. An employee who is called back to work by the Employer shall receive a minimum of two (2) hours pay at the overtime rate. The minimum does not apply when an employee is required to stay over for less than two (2) hours beyond the employee's regular shift. The employee who is released prior to completing the minimum two hour period shall be the first employee recalled if available and shall return to work during the two hour period.

ARTICLE 12.

Holidays

Section 1. The following ten (10) days are designated as holidays, to-wit:

New Year's Day, President's Day, one-half (1/2) day on the Friday preceding Easter, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, one-half (1/2) day on the day preceding Christmas, and Christmas Day.

Section 2. The Employer shall designate the day on which the holiday is to be observed. For purposes of this Article, a holiday shall be presumed to commence with the shift change on the day on which the holiday is to be observed, and shall continue until the next shift change.

Section 3. In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than thirty (30) calendar days, and, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

Section 4. If an employee is required to work a holiday, the employee shall receive the employee's regular rate of pay for time worked, and the employee shall receive an additional amount of pay equal to the employee's regular rate of pay for one (1) day.

Section 5. If an employee is called back to work on a holiday, the employee will receive two (2) times the employee's regular rate of pay for the time worked, with a minimum credit of time worked of two (2) hours. —

Section 6. Each employee shall receive eighty (80) hours of additional pay per year, the first of said payments to be made for forty (40) hours on the first pay day on or after December 1st and the second of said payments to be made for forty (40) hours on the first pay day on or after June 1st of each contract year.

ARTICLE 13.

Vacations

Section 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees after continuous active service pursuant to the following schedule:

a) An employee in the continuous active service of the Employer for one (1) year or more as of the anniversary of the employee's most recent date of hire shall be given one (1) weeks' vacation with pay at the employee's regular hourly rate.

b) An employee in the continuous active service of the Employer for two (2) years or more as of the anniversary of the employee's most recent date of hire shall be given two (2) weeks' vacation with pay at the employee's regular hourly rate.

c) An employee in the continuous active service of the Employer for six (6) years or more as of the anniversary of the employee's most recent date of hire shall be given three (3) weeks' vacation with pay at the employee's regular hourly rate.

d) An employee in the continuous active service of the Employer for fourteen (14) years or more as of the anniversary of the employee's most recent date of hire shall be given four (4) weeks' vacation with pay at the employee's regular hourly rate.

e) An employee in continuance active service of the Employer for twenty (20) years or more as of the anniversary of the employee's most recent date of hire shall be given five (5) weeks vacation with pay at the employee's regular hourly rate.

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so the employee may return to work refreshed. Accordingly:

a) All vacations earned must be taken by the employee prior to the employee's next anniversary date.

b) No employee shall be entitled to vacation pay in lieu of vacation.

c) An employee who terminates employment, voluntarily or involuntarily, shall receive any vacation earned for the year or years prior to the employee's last anniversary date and not previously taken; only an employee who voluntarily terminates, giving two weeks' prior notice to the Employer, dies or retires, shall receive any vacation earned during the employee's current anniversary year on a prorated basis and not previously taken.

Section 3. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer.

Section 4. No more than one (1) employee on a shift may take vacation at any one time. Every vacation week shall commence at the beginning of a tour. One week of vacation shall be equal to one tour as stated in Article 10.

ARTICLE 14. Special Leaves

A. Sick Leave

Section 1. Sick leave shall be used for personal illness and injury or for illness and injury to a member of the immediate family, defined as an employee's spouse, child,

or other member of an employee's household, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer who is covered by Worker's Compensation or who should be covered by Worker's Compensation.

Section 2. An employee shall accumulate twelve (12) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of one thousand one hundred fifty-two (1152) working hours.

Section 3. Except in cases of serious confining illness, sick leave will not be paid on the working day immediately preceding or following a holiday.

Section 4. The Employer reserves the right to require a physician's certification for any absence due to sickness or injury, which certification is to be obtained by the employee at the employee's cost.

Section 5. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible, but in any event, not later than the starting time of the

employee's workday, unless the employee is unable to notify the Employer because of an emergency.

Section 6. No employee is entitled to compensation for unused sick leave time, and termination of service shall terminate any and all obligation of the Employer in connection with the unused sick leave time, except that upon death or retirement only, an employee or his beneficiary will be compensated for one-half (1/2) of unused sick leave, up to a maximum compensation of Five Hundred Twenty-Five (525) hours. Retirement means only a full-service retirement or an accidental disability benefit retirement and does not include termination prior to retirement.

Section 7. An employee may choose to pursue the remedies available for injury occurred in the actual performance of duty as set out in Chapter 411 of the Code of Iowa, as amended. No employee shall be entitled to sick leave and the benefits of Chapter 411 concurrently.

B. Funeral Leave

Section 1. A regular or probationary employee will be granted not to exceed two (2) full days of paid leave in order to attend the funeral of the employee's spouse, child, parent, sister, brother, grandparent, mother-in-law, father-in-law, grandchild, member of the employee's immediate household, or spouse's sister or brother. Any such leave shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the day of the funeral, except the second full day of paid leave may be taken on the day after the funeral when the funeral is held outside, of Iowa.

C. Jury Duty

Section 1. An employee who has completed the probationary period and is selected for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall receive regular wages and shall turn over to the Employer jury service fees.

Section 2. An employee who is summoned for jury duty but who is not selected, shall return to work and an employee who is summoned for jury duty shall return to work when released from jury duty.

Section 3. If an employee is subject to call for jury duty, the employee shall promptly notify the employee's immediate supervisor.

D. Military Leave

Section 1. The Employer will grant leave of absence for military pay in compliance with the provisions of Section 29A.28, The Code, as the same may be amended from time to time.

E. Voting Leave

Section 1. An employee required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

F. Maternity Leave

Section 1. An employee who has completed the probationary period and who is anticipating a maternity leave may be entitled to a leave of absence without pay if she has exhausted her sick leave. An employee anticipating such leave shall notify the Employer as soon as possible of the anticipated date of birth.

Section 2. The employee requesting maternity leave shall present a doctor's statement verifying when the employee's condition requires her to leave work and shall present a doctor's statement within ten (10) days following birth or miscarriage as to when the employee is able to return to work, and unless the employee returns to work on such date, or any other date, by reason of extension granted by the Employer based on medical grounds, the employee will be considered to have voluntarily resigned or retired.

G. Leave of Absence Without Pay

Section 1. A leave of absence without pay is a predetermined amount of time off from work for -whatever purpose, which has been requested by an employee who has completed the probationary period and approved by the Employer in writing. The employee will be given a copy of the authorization.

Section 2. Upon termination of such leave of absence, the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick leave, vacation or other leave.

Section 3. In the event an employee fails to return to work at the end of any such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

Section 4. During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll;
 - b) must pay premiums for coverage under any group life insurance plan;
 - c) shall not receive any other job benefits during the period of absence;
- and

d) shall not acquire additional seniority during said leave. The Employer may make exceptions to any of the above conditions (a-d) for leaves not exceeding fifteen (15) calendar days.

ARTICLE 15. Grievance Procedure

Section 1. A grievance is defined as a dispute between the Employer and the Association or any employee with regard to the interpretation, application or violation of any of the expressed terms and provisions of this Agreement.

Section 2. A grievance that may arise shall be submitted on the form attached to this agreement as Appendix B and shall be processed and settled in the following manner:

Step I. An employee who has a grievance shall notify orally the employee's immediate supervisor within four (4) regularly-scheduled work days after the occurrence of the event giving rise to the grievance. The immediate supervisor shall investigate the grievance and shall issue a decision in writing within a period of three (3) regularly-scheduled work days. The failure of the immediate supervisor to issue a written decision within said three (3) regularly-scheduled work days shall be deemed a denial of the grievance and may be appealed to the next step.

Step II. If the grievance is not settled in Step I, the aggrieved employee may present the grievance in writing to the employee's departmental supervisor within four (4) regularly-scheduled work days after the answer of the immediate supervisor was given or was due, whichever is later. The grievance shall be signed by the employee and shall state specifically the facts of the alleged violation and the provisions of the Agreement that were in dispute, together with a statement from the employee specifying what relief or remedy is desired. The departmental supervisor shall investigate the grievance and issue a decision in writing within a period of three (3) regularly-scheduled work days. The failure of the departmental supervisor to issue a decision within said three (3) regularly-scheduled work days shall be deemed a denial of the grievance and may be appealed to the next step.

Step III. If the grievance is not settled in Step II, the aggrieved employee may present the grievance in writing to the City Manager within four (4) regularly-scheduled work days after the answer of the departmental supervisor was given or was due, whichever is later. This written grievance shall contain the same information as was submitted to the departmental supervisor. The City Manager shall investigate the grievance and issue a decision in writing within a period of seven (7) regularly-scheduled work days. The failure of the City Manager to issue a decision within said seven (7) regularly-scheduled work days shall be deemed a denial of the grievance and may be appealed to the next step.

Step IV. If the grievance is not yet settled in Step III, the aggrieved employee, with the written consent of O.A.P.F.F., may appeal to arbitration. The employee shall within seven (7) regularly-scheduled work days from the date that the City Manager's answer was given or was due, whichever is later, request the Public Employment Relations Board to submit a list of five (5) grievance arbitrators from the State of Iowa. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 3. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Association if the employee so chooses. The Association may also process a grievance on its own.

Section 4. The failure of an employee, or the Association, to appeal a grievance to the next step within the applicable times specified above shall bar an employee or the Association from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 5. The failure by the Employer to reply within the applicable times as specified above, shall be deemed a denial of the grievance which may then be appealed by the employee or the Association to the next step.

Section 6. An arbitrator selected pursuant to the provisions of Step IV shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within twenty (20) working days, unless an additional extension of time is granted by the parties. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee, and the Association. Any decision rendered shall not be retroactive more than twenty-four (24) days on the date on which the dispute was first presented as a grievance in writing.

Section 7. The arbitrator shall not have the power or the authority to accept or decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 400, The Code, as amended).

Section 8. The Employer and the Association shall share equally any joint cost of the arbitration procedure, such as the fees and expenses of the arbitrator, the court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

ARTICLE 16.

Insurance

A. Hospital and Medical Insurance

Section 1. The Employer shall, at no premium cost to the employee, maintain for each employee a health and accident insurance policy whose benefits are comparable to, but not necessarily identical to, the policy presently in existence. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Association. However, the final decision as to the terms of the policy or as to the carrier, shall be made by the Employer and shall not be grievable. The employee shall pay the deductible cost as set out in the policy and the co-insurance cost as set out in the policy.

Section 2. An employee may elect to cover the employee's family under the health and accident insurance policy at no premium cost to the employee. The employee shall pay the deductible cost as set out in the policy and the co-insurance costs as set out in the policy.

Section 3. The policy has a \$400.00 single deductible, \$800.00 family deductible, \$500.00 out-of-pocket maximum for a single and a \$1,000.00 out-of-pocket maximum for a family. The percentage of co-insurance for the employee is on a 80/20 basis within the PPO and 70/30 outside the PPO.

Section 4. Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section 5. The Employer shall make available to the employee the opportunity to enroll in a Flexible Benefit Cafeteria Plan. The Employer will pay the initial start-up cost of the program and the annual renewal cost, and the employee will pay all other costs associated with enrollment, including, but not limited to, monthly administrative costs.

B. Life Insurance

Section 1. The Employer shall maintain a group term life insurance policy for each employee in the face amount of ten (10) thousand dollars at no cost to the employee.

Section 2. Coverage of an employee shall begin as set out in the policy and coverage will be in accordance with and to the extent provided under the terms of the policy.

ARTICLE 17.
Health and Safety

Section 1. The Association and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety.

Section 2. Equipment furnished by the Employer shall be used properly and the employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

Section 3. The Employer and the Association shall cooperate in matters of safety, health, and sanitation affecting members.

Section 4. All protective devices and turnout gear, including coats, bunkers, boots, gloves, helmets, liners, and uniforms deemed necessary by the Employer to properly protect the employees shall be provided by the Employer at no cost.

Section 5. The Employer shall provide the training and schooling deemed necessary by the Employer for the Association members.

ARTICLE 18
Wages

Section 1. The regular rate of pay for each classification of employee is set out in Appendix A which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine at reasonable times the time sheets and other records pertaining to the computation of the pay of that employee.

ARTICLE 19.
Supplemental Pay

A. Longevity

Section 1. Longevity shall be paid to employees hired before July 1, 1979 as follows, to-wit:

<u>Required Period Completed</u>	<u>Amount Per Month</u>
1 year	\$ 5.00
2 years	10.00
3 years	15.00
4 years	20.00
5 years	25.00
6 years	30.00
7 years	35.00

8 years	40.00
9 years	45.00
10 years	50.00
11 years	55.00
12 years	60.00
13 years	65.00
14 years	70.00
15 years	75.00
16 years	80.00
17 years	85.00
18 years	90.00
19 years	95.00
20 years	100.00

Section 2. Longevity will be paid to employees hired July 1, 1979 and thereafter for stated periods of time as follows, to-wit:

<u>Required Period Completed</u>	<u>Amount Per Month</u>
6 years	\$ 5.00
7 years	10.00
8 years	15.00
9 years	20.00
10 years	25.00

<u>Required Period Completed</u>	<u>Amount Per Month</u>
11 years	30.00
12 years	35.00
13 years	40.00
14 years	45.00
15 years	50.00
16 years	55.00
17 years	60.00
18 years	65.00
19 years	70.00
20 years	75.00

Section 3. The above sums will be added to the paycheck of affected employee.

ARTICLE 20. General Conditions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 21.
Effective Period

Section 1. This Agreement shall be effective July 1, 2005 and shall continue through June 30, 2008. Either party may open the contract for the second and third year of the contract to discuss one non-economic language item.

Section 2. This agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 24th day of January, 2005.

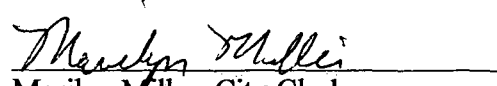
CITY OF OSKALOOSA

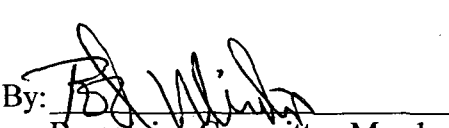
OSKALOOSA ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS,
LOCAL 636, IAFF (AFL-CIO)


David D. Dixon, Mayor

By: 
Bargaining Committee Member

ATTEST


Marilyn Miller, City Clerk

By: 
Bargaining Committee Member

By: _____
Bargaining Committee Member

APPENDIX A
Fire Fighter Wage Schedule

Effective July 1, 2005 (3.75% increase)

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Annual	\$27,659	\$28,804	\$30,024	\$31,319	\$32,687	\$35,905
Hourly	\$9.49	\$9.89	\$10.31	\$10.75	\$11.22	\$12.33

Day Shift Firefighter

Annual	\$27,659	\$28,804	\$30,024	\$31,319	\$32,687	\$35,905
Hourly	\$11.20	\$11.67	\$12.16	\$12.68	\$13.23	\$14.54
Overtime	\$16.80	\$17.49	\$18.23	\$19.02	\$19.85	\$21.81

Effective July 1, 2006 (3.75% increase)

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Annual	\$28,696	\$29,884	\$31,150	\$32,493	\$33,913	\$37,251
Hourly	\$9.85	\$10.26	\$10.70	\$11.15	\$11.64	\$12.79

Day Shift Firefighter

Annual	\$28,696	\$29,884	\$31,150	\$32,493	\$33,913	\$37,251
Hourly	\$11.62	\$12.11	\$12.62	\$13.16	\$13.73	\$15.09
Overtime	\$17.43	\$18.15	\$18.91	\$19.73	\$20.59	\$22.63

Effective July 1, 2007 (3.75% increase)

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Annual	\$29,772	\$31,005	\$32,318	\$33,712	\$35,184	\$38,648
Hourly	\$10.22	\$10.65	\$11.10	\$11.57	\$12.08	\$13.27

Day Shift Firefighter

Annual	\$29,772	\$31,005	\$32,318	\$33,712	\$35,184	\$38,648
Hourly	\$12.06	\$12.56	\$13.09	\$13.65	\$14.24	\$15.65
Overtime	\$18.08	\$18.83	\$19.62	\$20.47	\$21.37	\$23.48

**APPENDIX B
GRIEVANCE REPORT FORM**

Name of Grievant: _____

Date Received by Departmental Supervisor: _____

STEP II

A. Date Alleged Violation Occurred: _____

B. Section (s) of Agreement Violated: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Association Signature Date

Grievant Signature Date

E. Disposition by Departmental Supervisor: _____

Departmental Supervisor Signature Date

STEP III

A. _____
Signature of Grievant Dated Received by
City Manager

B. Disposition by City Manager: _____

Signature of City Manager Date

STEP IV

A. _____
Signature of Grievant Signature of Association President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator: _____

Signature of Arbitrator Date of Decision

APPENDIX C
TO THE
AGREEMENT BETWEEN
THE CITY OF OSKALOOSA, IOWA
AND
THE OSKALOOSA ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS, LOCAL 636
IAFF (AFL-CIO)
July 1, 2005
to
July 30, 2008

To accommodate the creation of a position within the Oskaloosa Fire Department be known as Fire Fighter/EMS Day Shift Employee, the following changes to the above-referenced agreement are hereby made:

- (1) Hours of Work: The normal work schedule for the day shift employee shall be 7:30 a.m. to 4:30 p.m. Monday through Friday. The schedule consists of a 45 hour work week which includes meals.
- (2) Work Cycle: For purposes of the Fair Labor Standards Act, the work cycle for the day shift employee shall be seven days, beginning Monday morning at 7:30 a.m.
- (3) Holidays: The day shift employee shall be granted the same holidays as provided in Article 12, section I, of this agreement. If the holiday is on a Monday through Friday, the employee shall be given the day off with pay. If the holiday falls on a Saturday, the employee shall be given the Friday before the holiday off, and if the holiday falls on a Sunday, the employee shall be given the following Monday off with regular pay. Article 12, Section 3, 4 and 5, shall apply for the day shift employee.
- (4) Overtime: The day shift employee shall be eligible for overtime for actual hours worked or spent in training in excess of 53 hours per seven day work cycle.
- (5) Vacation: One week of vacation for the day shift employee shall be equal to 45 hours.
- (6) Sick Leave: The day shift employee shall be entitled to accumulate nine (9) hours of sick leave per month, and shall have the right to accumulate sick leave up to a maximum of 1080 working hours.

- (7) Funeral Leave: The day shift employee shall be allowed up to three (3) full working days of paid leave for funeral leave. The leave shall be taken only for scheduled work days falling within the period commencing upon the death and extending up to one day after the funeral. Funeral leave shall be granted for the death of family members as listed in Article 14 B, Section I.
- (8) Compensatory time: The day shift employee may accumulate up to forty-five hours of compensatory time off, and shall be paid for any overtime accumulated after the forty-five hours is reached.
- (9) Compensation: The day shift employee shall receive straight time pay and overtime pay for actual hours worked per the attached wage schedule.
- (10) The City will recruit current members in the Fire Department for the day shift employee. The City reserves the right to hire an employee from outside the department for the position if the City is unable to arrange for a current member of the department to assume the day shift employee position. Nothing in the addendum shall affect other articles of the current agreement between the City of Oskaloosa and the Association of Professional Fire Fighters.